BANGALORE WATER SUPPLY AND SEWERAGE BOARD

9th Floor, Cauvery Bhavan "D" Block,
K.G. Road, Bangalore 560009

Tender for Hiring of Water Tankers (6000 Lts Capacity) to supply water from South Maintenance Zone service station filling points.

(Through public-Procurement Portal only)

https://kppp.karnataka.gov.in

Office of the Chief Engineer (Design and Quality Assurance)
BANGALORE WATER SUPPLY & SEWERAGE BOARD
9th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009
Telephone – 080-22945340

NAME OF THE WORK	:	Tender for Hiring of Water Tankers (6000 Lts Capacity) to supply water from South Maintenance Zone service station filling points.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	05-03-2024 16:00 hrs
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	06-03-2024 16:01 hrs
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Chief Engineer (Design and Quality Assurance) BANGALORE WATER SUPPLY & SEWERAGE BOARD 9th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009 Telephone – 080-22945340
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (Design and Quality Assurance) BANGALORE WATER SUPPLY & SEWERAGE BOARD 9th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009 Telephone – 080-22945340

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SECTION 1

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Chief Engineer (Design and Quality Assurance)

9th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009

INVITATION FOR TENDER

(ONLY THROUGH PUBLIC-PROCUREMENT PORTAL)

IFT No.: No.: BWSSB/CE(D&QA)/ACE(D)/TA(D&QA)/JE/ 2502/2023-24
Dated:26/02/2024

1. The **Chief Engineer (Design and Quality Assurance)** invites tenders from eligible tenderers for the Tender for hiring of water tankers of capacity 6000 Lts to supply water from South maintenance zone service station filling points in view of supply of water. Detailed in the table below. Tenderers are requested to submit their tender, EMD and details of their capability to undertake the tender (as detailed in ITT Clause-3 & 6) in the Karnataka public-Procurement Portal. Price tender will be opened only if the Tenderer is found to be qualified to execute the tendered works. Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents may be downloaded through public-Procurement Portal https://kppp.karnataka.gov.in website only from **27-02-2024 to 05-03-2024**. Interested Tenderers may obtain further information by accessing the same website.

3. The Bidders can download the tender document using their user ID & password, by accessing www.eproc.karnataka.gov.in where electronic tender form is provided. Additional information related to public-Procurement process can be obtained through the above mentioned website. The electronic tender will be operated as Two Tender document systems by opening the Technical details first and financial portion of the technically qualified tenderers later.

4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. EMD will have to be in any one of the

forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.

5. The last date and time for receipt of tenders on the website (https://kppp.karnataka.gov.in) is **05-03-2024** up to **16:00 hrs.** The technical bids will be opened on 06-03-2024 **at 16:00 hrs.** If the bid-opening day remains as public holiday, bids will be opened on the next working day at the original stipulated time.

6. Other details can be seen in the tender documents.

Sl. No	Name of the work	Tender processing fee	Amount put to tender Rs. (approx)	Bid security Rs. (EMD)	Period of completion	Eligibility criteria during last 5 years (2018-19, 2019-20, 2020-2021, 2021-22, 2022-23)	
						Financial Turnover for any of the two years during the last five years (Rs.)	Performance and work Qualification in any One year during the last five years (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Tender for Hiring of Water Tankers (6000 Lts Capacity) to supply water from South Maintenance Zone service station filling points.	As per public - procurement portal.	**246.38 Lakhs** (Inclusive of GST)	**3.70 Lakhs**	**3 months**	**246 Lakhs**	**Performance & Work Qualification** AS MENTIONED BELOW IN (A)

(A) Performance and work Qualification in any One year during the last five years (In Rs.)

i. The bidder should have paid EMD of Rs.3,70,000/- through KPP portal.

   a. The bidder should have achieved in at least two financial years a minimum financial turnover of Rs.246 Lakhs (Documentary proof in the form of certificate issued by a Chartered Accountant along

with relevant balance sheets, P/L statements has to be uploaded) during the last five financial years.

b. Liquid assets and/or availability of credit facilities of not less than Rs. 74 Lakhs (credit lines/letter of credit/ certificates from banks for meeting the fund requirement etc.)

c. Assessed available tender capacity = (Ax N x 1.5)-B

A- Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

N-Number of years

B-Value of on-going works

*Since the supply period is 3 months the formula may be read as - (Ax N/4x 1.5)-B

7. EMD shall be paid through OTC, NEFT and DEBIT CARD & CREDIT CARD through KPP Portal Only. The value of the Bid Security / EMD is as mentioned in the table above in column No 5.

8. Tenderers can access tender documents from www.eproc.karnataka.gov.in website only and upload the required details; those are mentioned in different sections in the bid document into electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through KPP Portal.

9. The Tender processing fee once paid will not be refunded.

10. The successful Tenderer would be required to furnish the performance **Bank Guarantee** from a Nationalized/Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period as mentioned in tender document.

11. Applications / requisitions from joint venture Firms are not acceptable.

12. Bangalore Water Supply and Sewerage Board (BWSSB) reserves the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reasons.

13. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:00hours to 17:30 hours).

Chief Engineer
(Design and Quality Assurance)

BANGALORE WATER SUPPLY & SEWERAGE BOARD
9th Floor, Cauvery Bhavan D-Block, K.G. Road,
Bangalore 560009
Telephone – 080-22945340

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Chief Engineer (Design &QA),** (Referred to as Employer in these documents) invites tenders following Two Stage public-Procurement Portal procedure, from eligible Tenderers/Firms/ Registered Contractors for Hiring of Water Tankers (6000 Lts Capacity) to Supply Water from South Maintenance Zone Service Station Filling Points for a period of 3 Months (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint Ventures are NOT acceptable. However, they have to demonstrate the vehicle as per tender specification before qualifying in the Technical bid.**

3. Qualification of the Tenderer:

1 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

1 3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2018-19 to 2022-23)

2

1. The bidder should have achieved in at least two financial years a minimum financial turnover of **Rs.246 Lakhs** (Documentary proof in the form of certificate issued by a Chartered Accountant along with relevant balance sheets, P/L statements has to be uploaded) during the last five financial years.
2. Liquid assets and/or availability of credit facilities of not less than **Rs. 74 Lakhs** (credit lines/letter of credit/ certificates from banks for meeting the fund requirement etc.)
3. Assessed available tender capacity = (Ax N x 1.5)-B > 246 Lakhs

A- Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

N-Number of years

B-Value of on-going works

*Since the supply period is 3 months – the formula may be read as - (Ax N/4x 1.5)-B

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be duly attested by the tenderer.

4. The Tenderer should demonstrate physically 25% of vehicles i.e 10 Nos Truck mounted/ Tractor mounted water tankers which need to be provided for the service. **The Photos of the demonstration along with designated AEE/EE certification should be uploaded, while participating in the tender (Format has been enclosed as Annexure-I).** Failing to upload the same will result in cancelation of the tender.

3.3 Deleted

3.4 Deleted

3.5 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one work.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and uploaded with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer by posting in the web site (Public procurement→My tenders→action→queries). No identity of the participating tenderer shall be mentioned in the quarry. All queries & replies can be viewed by all participating tenderers.

8.2 Pre-tender meeting: *As scheduled by Board.*

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted in the public-Procurement website for viewing by all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1.1 The tender submitted in public-Procurement Portal by the Tenderer shall contain the documents as follows:

a) Scanned copy of Earnest Money Deposit.
b) The form of Tender (in the format indicated in Section 4)
c) Scanned copies of the certificates supporting the Qualification as in Section 3. Any other materials required to be completed and submitted by Tenderers in accordance with these instructions.

10.1.2 Rates for the Bill of Quantities (Section 9) shall be quoted at the provision made in the public-Procurement website Portal.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically calculate the amount of that item as well as the total Tender value. ***Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Bill of Quantities***

11.3 All duties, taxes, GST and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause13 in all respects.

13. Earnest money deposit

13.1 Earnest Money Deposit shall be paid through public-Procurement Portal only using any of the following four modes.

i. Credit Card (Online Payment)
ii. Direct Debit Using Internet Banking (Online Payment)
iii. Remittance at the Bank Counter - Challan (Offline Payment)
iv. NEFT (Offline payment).

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest money deposit may be forfeited:

a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   (i) Sign the Agreement; or
   (ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The completed tender comprising of documents indicated in ITT 10, should be uploaded in the public-Procurement website along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of tender Security / EMD.

14.2 All the documents should be uploaded in public-Procurement website. Tenderer should take a printout of the Form of Tender in the Section 4 of the tender document on company letter head and should sign, stamp and upload the same to the tender. Authenticity of the singing authority shall be furnished. With this, it is taken that tenderer has signed & submitted the tender.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer.

D. Submission of Tenders

15. Up-loading & submission of tenders

15.1 The tenders should be uploaded only through public-Procurement Website. Tender should contain:

A. Technical Tender consisting of following:

a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the public-Procurement Portal (www.eproc.karnataka.gov.in)

b. The above documents along with notarized copies of documentary evidence as indicated in Section—2 of ITT, Section-3 Qualification information & Section-4 Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete tender document, and

B. Financial Tender consisting of Bill of Quantities

15.1 All rates for the items in the Schedule shall be posted in the work template provided in the tender document. Rates shall be entered in figures only.

15.2 BID reference Number will be automatically generated by the server.

16. Deadline for submission of the Tenders

16.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 The software of public-Procurement website system will not allow the Tenderer to upload the documents after expiration of the stipulated date & time of Bid submission. The Tenderer shall refer the server time, which will be displayed in the public-Procurement Portal. BWSSB will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading, or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the public-Procurement Portal service provider and may also draw the attention of tender inviting authority.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in public-Procurement Portal. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 16. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification / withdrawal by other means will not be accepted.

18.2 No Tender may be modified after the deadline for submission of Tenders.

18.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

E. Tender opening and evaluation

19. Opening of Technical Bid of Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at the Employer's office mentioned in the earlier para at 15:00 hours on the date and the place specified. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 WITHDRAWAL proposal submitted pursuant to clause 18 shall be read out first and their bids shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format, and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Price Tenders of all the Tenderers including modifications for financial tenders cannot be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the price Tenders. The Employer will open the price tender of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened at the appointed time and location on the next working day.

20.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents like (a)Form of Tender, (b)Declaration statement Scanned/ uploaded [including documents those are required to be furnished as per Section 2, 3 & 4 of the tender,]; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the tendering documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights, or the Tenderer's obligations under the Contract; or (c) whose rectification

would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24. Correction of errors

24.1 Once the Tenderer key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by writing, e-mail or by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25 of ITT of Contract.:

- A bank guarantee in the form given in Section 10.

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank and valid in accordance with Clause 43 of Condition of Contract.

29.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. Corrupt or Fraudulent practices

30.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

30.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

Sd/-

Chief Engineer

(Design&QA) BWSSB

SECTION 3:

QUALIFICATION INFORMATION

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Tenderer.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of contracts executed and payments received in the last five years (in Rs. Lakh) [attach certificate of Chartered accountant]

2018 - 19
2019 – 20
2020 – 21
2021 – 22
2022 – 23

1.3 Work performed as Prime Contractor (in the same name) on works over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakh	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: [to support the qualification criteria in ITT clause 3]

Deleted

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place& State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 Deleted

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years.

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address:
.....

SECTION 4:

[Tenderer shall download this page, print on the letter head, fill the gaps with signature, scan the sheet & upload to the website. Failing which the tender will be treated as non-responsive]

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Work:	Tender for Hiring of Water Tankers (6000 Lts Capacity) to supply water from South Maintenance Zone service station filling points.

To

The Chief Engineer (Design&QA)
Bangalore Water Supply & Sewerage Board
9th Floor, Cauvery Bhavan,
K.G. Road, Bangalore 560009

GENTLEMEN,

We offer to execute the Contract described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price uploaded for this tender to be opened after qualification.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

Letter of Acceptance
(letterhead paper of the Employer)

_____[date]

To:
_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____ ——_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)

———— (date)

To
————————————— (name and address of the Contractor)
—————————————
—————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ———————[name of the contract] a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form
Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;

v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

Whereas, the parties now mutually agree to the following conditions of Contract.

5. Jurisdiction of Courts/Arbitration: The Sitting of arbitration shall be held at Bangalore only and nowhere else.
6. Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore city only and the parties agree and clearly understand that the courts/ tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.
7. The parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.
8. The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place of conditions during the execution of the contract.
9. Contractor shall be fully responsible in the event of death of employee/ workman during the execution of the work and liable to pay adequate compensation to the dependants of employee/ workman as per law.
10. On his/ their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.
11. If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

12. In the event of such termination, the employer may consider blacklisting of firm after due notice.

13. In case of any death or accident the contract will be cancelled after following due process.

14. The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____
in the presence of:

Binding Signature of Employer

_____

Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplemented by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment.

(b) for liability of both Parties for loss, damage, death, and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative, or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to

any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 Deleted

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to carry out the Works ; Deleted

17. The Works to be completed by the Intended Completion Date : Deleted

18. Approval by the Employer:

18.1 Deleted

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 Deleted

18.4 Deleted

18.5 Deleted

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site: Deleted

22. Access to the Site : Deleted

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

1 D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for all activities of works to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Deleted
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given, and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly/fortnightly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within **60 days** of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed Programme, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

DELETED

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the

whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. DELETED

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope

of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 Deleted.

48.2 Deleted.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) Deleted

(b) Deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the bill by the Contractor.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer.

(f) Deleted;

(g) Deleted; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately.

49.6 If any irregularities are found in the work frequently, BWSSB may terminate the Contract after giving notice.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property ; Deleted

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld unless they are the subject matter of the arbitration proceedings.

5 Contractor to Co-ordinate his Work with Other Contractors

5.1 The Contractor has to co-ordinate with the other concerned Contractors as already specified in Conditions of Contract for all such works as per the directions of Engineer in charge at no extra cost.

6 **Continuation of Work:**

6.1 In case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if any eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

3. Prices:

The quoted prices are on per shift basis valid for the whole contract period and are inclusive of all consumables, minor repairs, operation cost etc. The rate quoted shall be inclusive of GST.

4. Payment Terms:

Monthly/Fortnightly bills will be paid after submission of the relevant documents (Extract of logbook) duly certified by the concerned service station Engineers.

5. Taxes:

- All duties, taxes, GST and other levies payable by the contractor under the contract or for any other cause, shall be included in the rates, prices and total tender price submitted by the Tenderer.

  Note: All the prevailing taxes and duties on the date of submission of the tender are presumed to be considered as per the terms and conditions of the contract. Any variation in the existing rate of taxes will not be considered. However, any new additional taxes or duties imposed subsequently due to legislation will be reimbursed as per actual after submitting the necessary documents.

- Statutory recoveries and other applicable taxes will be deducted from the bills as prevailing rules followed by BWSSB Board.

6. Contract:

The contract period will be for a period of 3 months. However, the same may be renewed as per mutual agreement for further agreed period.

7. General Terms and Conditions:

- The Contractor should have to attend the breakdown if any at the earliest and should have to complete the work without any unavoidable delays.

- Contractor shall have to provide experienced crew.

- Operators/Workers shall have to perform their duties for 8 hours/day as directed by BWSSB, within the jurisdiction of BWSSB area. The timings can be changed by the In-charge Engineer as per site requirements.

- Contractor must be registered with Labour Laws Act. They shall have to act and obey as per Govt. rules and regulations.

- Contractor shall be fully responsible in the event of death of employee/ workman during the hours fixed for supply of water and liable to pay adequate compensation to the dependants of employee/ workman as per law.

- If death of any employees occurs during the supply hours due to negligence of contractor, the contract will be liable for termination.
- In case of any death or accident the contract will be cancelled after following due process.
- In event of such termination, the employer may consider blacklisting of firm after due notice.
- The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man/ employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

8. <u>Safety:</u>

- Contractor shall be solely responsible for safety of men, materials and equipment's during the performance of all operation and maintenance works.. Any damage inflicted upon regardless of any other circumstances which may contribute to the damage, shall be repaired by the contractor at his own expenses.

- Bidder/Tenderer shall be solely responsible for safety of men, materials and equipment's during the performance of all operation and maintenance works. Bidder/Tenderer shall take satisfactory precautions to protect upon them by the use of cleaning equipment's. Any damage inflicted upon other public or private property as a result of the Bidder/Tenderer's operations, regardless of the method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Bidder/Tenderer at their own expenses.

- Bidder shall adhere to all mandatory safety clauses as per prevailing guidelines and to note that any penalty should due to lapses should be borne by the Contractor if not, adhered to the prevailing guidelines issued by Department of Transport & Department of Traffic.

Chief Engineer
(Design&QA)
BWSSB

SECTION 6:
CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The Employer is:

Name: Bangalore Water Supply and Sewerage Board
represented by
Chief Engineer (Design & QA)

Address: Bangalore Water Supply & Sewerage Board
9th Floor, Cauvery Bhavan
K.G. Road, Bangalore 560009

Name of authorized Representative: Executive Engineer (Design Mechanical & Vehicle Maintenance) 9th Floor, Cauvery Bhavan K.G. Road, Bangalore 560009

The name and identification number of the Contract is: Tender for Hiring of Water Tankers (6000 Lts Capacity) to supply water from South Maintenance Zone service station filling points.

The start date shall be the date of issue of notice to proceed with the work.

The Intended Completion Date for the whole of the Works is 3 **Months**

Milestone Dates:

	Physical works to be completed	Period from the date of issue of notice to proceed with the work
Milestone 1	100% completion of work in all respects as per the scope of work awarded in the contract.	During the entire period of contract

The Site possession date is the day of issue of notice to proceed with the work.

The Site location is areas coming under the jurisdiction of South Maintenance Zone.
0.1% per day of contract value. The penalty cost per vehicle may be worked out accordingly. Max is 10% of contract value.

Insurance requirements are as under:

Type of Cover		Minimum Cover for Insurance
(i)	Works, Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	As per prevailing standard norms.

	(b) for Contractor’s Employees or Labourers	In accordance with the statutory requirements applicable in Karnataka

Price Adjustment Formula;

[40]

DELETED

The following events shall also be fundamental breach of the contract:

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be ***30*** percent.

Sd/-
Chief Engineer
(Design &QA) BWSSB

SECTION 7:

TECHNICAL SPECIFICATIONS

(Special conditions of contract for this particular work)

Scope of work: The scope of work shall consist of Deployment along with Operation and Maintenance of above equipment's including supply of Diesel and all other consumables and spares and engine oil, all taxes, insurance, GST etc., shall be borne by the Contactor and shall include the following services.

a) Provide services of Crew including technical backup as and when required.

b) Routine maintenance and servicing of machines including replacement of filters for hydraulic oil, engine oil etc. as and when required.

c) Providing consumables such as Diesel, lubricants, hydraulic oil, oil for gear box and filters etc.

d) Diesel shall be supplied by the Contractor.

e) All Major/minor repairs of machines including spares as per requirement has to be carried out by the firm.

f) Contractor has to maintain all records regarding operation and number of trips indicating the time, all spares/repairs carried out, etc.

g) Records to be submitted on day to day basis/weekly/monthly/quarterly as demanded and as suggested in the format of BWSSB.

h) The contractor has to submit individual bills/invoices for all materials/spears procured and used for the vehicles while submitting the monthly bills.

i) The contractor shall have to maintain logbooks, and attendance register of the staff.

j) The machine log dairy must be enclosed along with monthly/fortnightly bills to the Executive Engineer (Design Mechanical & Vehicle Maintenance), BWSSB for payment procedure.

k) The equipment's shall be operated on single shift basis of 8-hours per day considering 3 months working days which shall include the time taken for moving the machines from parking place to place of work and back and moving the machine from one work area to another work area including Sundays & National Holidays.

SPECIAL CONDITIONS FOR HIRING OF WATER TANKERS

1. The tenderer should provide six thousand liters capacity Truck mounted water tankers for supply of water to the respective affected areas within the jurisdiction of BWSSB, as per the instructions of concerned BWSSB Officers / Officials. In case if he wants to provide less capacity of tractor mounted water tankers, he should extend hours of duration and supply accordingly, without any extra cost.
2. The Tenderer should provide water tankers at the designated Filling points, from which he has to supply the water to consumers; the radius of operation is around 10 Kms.
3. The drinking water will be provided free of cost from BWSSB from the nearest identified BWSSB filling points.
4. Minimum 5 loads should be supplied every day otherwise payment will be proportionately curtailed.
5. Log book/trip sheets should be maintained and got signed by the concerned BWSSB Officers/Officials. Monthly Payment will be made accordingly by this office only after the receipt of the same.
6. A name plate / banner should be provided to the tanker duly mentioning the **"Free services from BWSSB"** for providing drinking water.
7. The tanker should not be utilized for commercial activities.
8. The water tanker inner surface should be epoxy coated for safe drinking purpose.
9. The tanker should be leak proof to avoid wastage of drinking water.
10. The water tanker services should be there for 8 hours on all days of the week. The timing of the durations will be intimated by the concerned BWSSB Officers/Officials.

11. The Tenderer should be ready to extend the tender validity, if BWSSB requires, with the awarded rate, terms and conditions. No extra payment will be entertained under any circumstances for the extended contract period.
12. In case of emergency, the tenderer should be ready to extend the service beyond designated hours of service. Extra payments in this regard will be paid accordingly.
13. The fuel should be filled by the vehicle owner / provider every day to the tanker and the vehicle should be kept clean before commencing the first trip.
14. In case of breakdown of the vehicle, the vehicle owner / provider should replace the vehicle immediately without hampering the services to the consumers.
15. The Crew of the vehicle should have proper co-ordination with the BWSSB Officials and as well as the public in supplying drinking water through tankers.
16. The Crew should not consume alcohol during the service.
17. The Crew should have mobile phone for easy communication.
18. Any complaints from the public should be brought to the knowledge of BWSSB Officers/Officials first.
19. The vehicles which are engaged in the above service should possess Fitness Certificate (FC), Registration Certificate (RC) and should have paid up to date Road tax, Insurance & other applicable taxes to the concerned department & all the vehicles should be kept under good working condition. The vehicle should have Valid Road Permit, and should have comprehensive Third Party insurance.
20. The Tenderer should bear all expenses towards compensation resulting from any accident like casualties including loss of life, both for Crew and third party, if any.
21. The vehicle should be meant for commercial use (Yellow Board)

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SECTION 8:

BILL OF QUANTITIES

(Filled vide Public-Procurement portal under financial document through work template)

Note:

(1) **Rate to be quoted- Each unit refers to Shift**.

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

SECTION 10

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____

Address _____
Date _____
An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract
An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

ANNEXURE-I

Date:

Location:

Photo:

Sl No	Vehicle Type	Vehicle Number	Remarks

Certification by AEE/EE:

Signature of the contractor with Seal end user.

Signature